

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK-----x  
RST (2005) INC., a Delaware Corporation, : Case No. 07 Civ. 3737 (VM)

Plaintiff, :

v. :

RESEARCH IN MOTION LIMITED, a  
Canadian Corporation,

Defendant. :

ANSWER TO  
COUNTERCLAIM

## DEMAND FOR JURY TRIAL

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Plaintiff RST (2005) Inc., a Delaware Corporation (“RST” or “Counterclaim  
Defendant”), hereby answers the Counterclaim in this action:

1. States that paragraph 1 purports to state Research In Motion Limited’s (“RIM”) purpose in filing the Counterclaim, to which no response is required, but nevertheless denies the allegations in paragraph 1.

2. Denies the allegations in paragraph 2, except admits that RIM paid RST the sum of \$1 million pursuant to the license agreement between RST and RIM dated as of October 6, 2005 (the “License Agreement,” a true and complete copy of the License Agreement is attached hereto as Exhibit 1). RST further specifically refers the Court to the License Agreement for its true and correct terms.

3. Denies the allegations in paragraph 3 and specifically refers the Court to the License Agreement for its true and correct terms.

4. Denies the allegations in paragraph 4 and specifically refers the Court to the License Agreement for its true and correct terms.

5. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 5, but nevertheless denies the same.

6. Denies the allegations in paragraph 6.

7. States that the allegations in paragraph 7 contain legal conclusions to which no response is necessary, but nevertheless denies the same.

8. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8, but nevertheless denies the same.

9. Admitted.

10. Denies the allegations in paragraph 10 and specifically refers the Court to the License Agreement for its true and correct terms. Admits that RIM paid RST \$1 million pursuant to the License Agreement.

11. Denies the allegations in paragraph 11 and specifically refers the Court to the License Agreement for its true and correct terms.

12. Denies the allegations in paragraph 12 and specifically refers the Court to the License Agreement for its true and correct terms.

13. Denies having knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 13, but nevertheless denies the same.

14. Denies the allegations in paragraph 14.

15. RST answers paragraph 15 of the Counterclaim by repeating and realleging each of its foregoing responses as if fully set forth herein.

16. Denies the allegations in paragraph 16 and specifically refers the Court to the License Agreement for its true and correct terms.

17. Denies the allegations in paragraph 17.

18. Denies the allegations in paragraph 18.
19. RST answers paragraph 19 of the Counterclaim by repeating and realleging each of its foregoing responses as if fully set forth herein.
20. States that paragraph 20 contains conclusions of law to which no response is necessary, but nevertheless denies the same.
21. Denies the allegations in paragraph 21.
22. Denies the allegations in paragraph 22.

**AFFIRMATIVE DEFENSES**

RST states the following affirmative defenses without assuming the burden of proof on such defenses that would otherwise rest on Counterclaim Plaintiff.

**FIRST AFFIRMATIVE DEFENSE**

The Counterclaim fails to state a cause of action upon which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

Counterclaim Plaintiff is barred from obtaining the relief sought by the doctrines of waiver and/or estoppel.

**THIRD AFFIRMATIVE DEFENSE**

Counterclaim Plaintiff is barred from obtaining the relief sought by the doctrine of unclean hands and Counterclaim Plaintiff's inequitable conduct.

**FOURTH AFFIRMATIVE DEFENSE**

Counterclaim Plaintiff is barred from obtaining the relief sought because Counterclaim Plaintiff suffered no cognizable injury as the result of any alleged conduct of RST.

**FIFTH AFFIRMATIVE DEFENSE**

Counterclaim Plaintiff failed to perform the License Agreement.

**SIXTH AFFIRMATIVE DEFENSE**

RST hereby gives notice that it intends to rely upon such other and further defenses as may become available or apparent during pretrial proceedings in this action and hereby reserves the right to amend this answer to assert all such defenses.

**PRAYER FOR RELIEF**

Wherefore, RST prays for relief against Counterclaim Plaintiff as follows:

1. dismissing Counterclaim Plaintiff's counterclaim with prejudice;
2. for an award of reasonable attorneys fees and costs incurred in this action;
3. entering judgment for RST on all claims asserted by Counterclaim Plaintiff in its Counterclaim; and
4. for such other and further relief as the Court deems just and proper.

**JURY DEMAND**

RST demands a trial by jury on all of the counts in the counterclaim so triable.

Dated: New York, New York  
August 3, 2007

**GREENBERG TRAURIG, LLP**

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